

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X		
In re	:	Chapter 11
	:	
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
----- X		

AFFIDAVIT OF LEGAL ORDINARY COURSE PROFESSIONAL

~~JAPAN~~)
JAPAN)
CITY OF TOKYO) ss:
~~TOKYO~~ EMBASSY OF THE UNITED STATES OF AMERICA) ss:

Masao Hashimoto, being duly sworn, deposes and says:

1. I am a principal of YUASA AND HARA ("YUASA AND HARA") which firm maintains offices at SECTION 206, NEW OHTEMACHI BUILDING, 2-1, OHTEMACHI 2-CHOME, CHIYODA-KU, TOKYO 100-0004, JAPAN.
2. Neither I, YUASA AND HARA, nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in possession (the "Debtors"), their creditors, or any other party-in interest, or their attorneys, except as set forth in this affidavit.
3. YUASA AND HARA, has represented and advised the Debtors in legal matters with respect to a broad range of aspects of the Debtors' businesses.
4. The Debtors have requested, and YUASA AND HARA has agreed, to continue to represent and advise the Debtors pursuant to section 327(e) of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), with respect to such matters. Additionally, the Debtors have requested, and YUASA AND HARA proposes, to render the following services to the Debtors: Legal services relating to intellectual property matters including preparation, filing and prosecution of patent, design and trade mark applications, and undertaking, studying and reporting intellectual property matters.
5. YUASA AND HARA's current fees arrangement is based on fixed rates or hourly rates depending on legal services provided. YUASA AND HARA will reserve the right to proceed with work for the Debtors only after receipt of fees and expenses in advance.
6. Except as set forth herein, no promises have been received by YUASA AND HARA or any partner, auditor or other member thereof as to compensation in connection with

these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

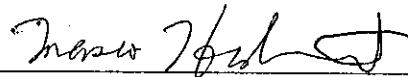
7. YUASA AND HARA has no agreement with any entity to share with such entity any compensation received by YUASA AND HARA.

8. YUASA AND HARA and its partners, auditors, and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. YUASA AND HARA does not and will not represent any such entity in connection with these pending chapter 11 cases and does not have any relationship with any such entity, attorneys, or accountants that would be adverse to the Debtors or their estates.

9. Neither I, YUASA AND HARA, nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which YUASA AND HARA is to be engaged.

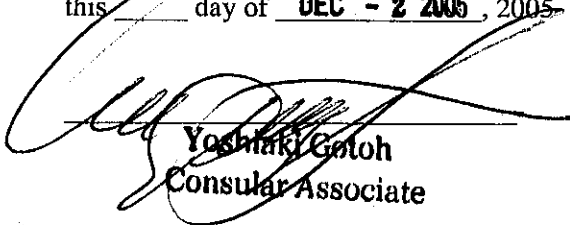
10. The foregoing constitutes the statement of YUASA AND HARA pursuant to sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

FURTHER AFFIANT SAYETH NOT



Masao Hashimoto

Subscribed and sworn before me
this _____ day of DEC - 2 2005, 2005-



Yoshiaki Gotoh
Consular Associate